EXHIBIT I

Filed in Providence/Bristol County Superior Court Submitted: 6/12/20020121122/MCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 2 of 57 PageID #: 5

Envelope: 226059

Reviewer: Lynn Gaulin

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc. Plaintiff

> C.A. No.: PC-15v.

Liberty Insurance Underwriters, Inc. Defendant

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Premier Title & Escrow Company, Inc. ("Premier" or "plaintiff") hereby makes its complaint against defendant Liberty Insurance Underwriters, Inc. ("Liberty" or "defendant") as follows:

A. **Parties**

Premier is a corporation organized in the State of Rhode Island with a principal 1.

place of business in Providence, Rhode Island.

2. Liberty is an insurance company authorized to do business in the State of Rhode

Island.

В. Jurisdiction

> 3. The Superior Court has exclusive jurisdiction over the instant matter as it

involves, inter alia, an action at law in which the amount in controversy exceeds the sum of ten

thousand dollars (\$10,000.00) pursuant to R.I.G.L. § 8-2-14. In addition, exclusive jurisdiction

lies in the Superior Court as this matter involves a claim for declaratory relief pursuant to the

Uniform Declaratory Judgments Act (see R.I.G.L. § 9-30-1 et seq.) asking this Court to declare

the rights, status, obligations and other legal relations between the parties concerning certain

1

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Reviewer: Lynn Gaulin

insurance policies issued by Liberty in its capacity as the insurer in favor of Premier, a named insured, under the subject policies.

C. Venue

4. Venue properly lies in the County of Providence pursuant to R.I.G.L. § 9-4-4 since the defendant can be found therein.

D. Statement of Facts

- 5. At all relevant times hereto, Premier was in the business of performing real estate title and closing services.
- 6. There are two (2) insurance policies at issue in this litigation. Those policies are as follows:
 - (i) A lawyer's professional liability insurance policy issued by Liberty naming Premier as an insured bearing policy number LPA 195137-019 for the policy period covering July 29, 2009 to July 29, 2010 ("Policy 1").
 - A lawyer's professional liability insurance policy issued by Liberty (ii) naming Premier as an insured bearing policy number LPA 195137-020 for the policy period covering July 29, 2010 to July 29, 2011 ("Policy 2").
- 7. A claim for negligence was first made by Wells Fargo against Premier by way of a letter dated March 16, 2010 (the "claim").
- 8. As part of the claim, Wells Fargo alleged that Premier was negligent in connection with a real estate loan transaction in the State of Oregon.
- 9. Although Premier vehemently denied Wells Fargo's claim, Premier timely reported the claim to Liberty by forwarding it to Liberty's representatives.
- 10. At the time Premier received the claim and reported it to Liberty, Premier was insured by Policy 1 for any potential losses and defense costs arising out of the claim.
 - 11. On or about September 30, 2011, the claim ripened into a lawsuit when Premier

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was sued in the Circuit Court of Tillamook County in the State of Oregon (the "Legal Action").

- 12. Upon receiving notice of the Legal Action, Premier reported it in a timely manner to Liberty and requested that the insurer defend and indemnify it for any losses, costs and expenses arising out of the Legal Action.¹
- 13. Premier was covered by Liberty for any and all defense costs and losses associated with the Legal Action under either Policy 1 or Policy 2.
- 14. At first, Liberty represented to Premier that it was covered for this particular lawsuit and therefore the insurer would provide Premier with a defense to the Legal Action.
- 15. Notwithstanding, Liberty later changed course and wrongfully denied Premier's request for coverage. More importantly, it further refused to provide the insured with either legal counsel or to pay for any defense costs related to the Legal Action.
- 16. As a result, Premier was forced to hire its own counsel and ultimately expended significant sums of money to defend the Legal Action.
- 17. While Premier was ultimately successful in its defense of the Legal Action, Premier remains out of pocket the monies it was forced to expend for its legal defense.
- 18. Premier has made demand upon Liberty for reimbursement of its defense and other costs it incurred in successfully defending the Legal Action.
- 19. Liberty had no reasonable basis for denying Premier coverage with respect to the Legal Action.
- 20. As a separate matter, Liberty had no reasonable basis for refusing to tender Premier a legal defense in response to the Legal Action.²

¹ Similar to the position it took when first receiving the claim, Premier maintained that it did nothing wrong and denied the allegations set forth in the Legal Action.

² It is hornbook insurance law that an insurer's duty to defend is much broader than its duty to indemnify. Liberty

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21. Liberty wrongfully refuses to indemnify Premier for its defense costs and other

monetary losses it suffered in connection with the Legal Action.

22. Liberty's refusal to reimburse Premier has caused significant financial harm to the

plaintiff.

Count I **Breach of Contract**

23. Premier reincorporates the allegations contained in paragraphs 1 through 22 of its

complaint as if fully set forth herein.

24. The facts set forth above constitute a breach of contract on the part of Liberty.

25. Premier has suffered damages as a direct and proximate result of Liberty's breach

of contract.

26. The amount of Premier's damages will be established at the time of trial.

Wherefore, Premier respectfully requests that this Honorable Court enter judgment

against Liberty for the full amount of plaintiff's damages awarding Premier compensatory

damages, prejudgment and post judgment interest, attorney's fees, costs and such other and

further relief as this court deems just and fair.

Count II R.I.G.L. § 9-1-33 Statutory Bad Faith

27. Premier reincorporates the allegations contained in paragraphs 1 through 26 of its

complaint as if fully set forth herein.

28. The plaintiff repeatedly asked Liberty to provide and pay for Premier's legal

defense in order to allow Premier to properly defend itself against the claims asserted in the

Legal Action.

should have minimally provided Premier a legal defense to the Legal Action instead of just leaving the insured to

fend for itself.

4

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29. Liberty had no good faith reason for denying coverage or refusing to tender a

legal defense on behalf of Premier since the claim and Legal Action was clearly covered by

either Policy 1 or Policy 2.

30. The facts set forth above establish a claim for statutory bad faith against Liberty

pursuant to R.I.G.L. § 9-1-33.

31. Premier is entitled to compensatory damages along with statutory damages,

punitive damages, reasonable attorney's fees and costs incurred in connection with defending the

Legal Action as well as prosecuting the instant lawsuit.

Wherefore, Premier respectfully requests that judgment enter against Liberty awarding

plaintiff compensatory damages, statutory damages, punitive damages, prejudgment and post

judgment interest, litigation costs, reasonable attorney's fees and any other relief this court

deems appropriate and just.

Count III Common Law Bad Faith

32. Premier reincorporates the allegations contained in paragraphs 1 through 31 of its

complaint as if fully set forth herein.

33. The facts set forth above establish a claim for common law bad faith against

Liberty.

34. Premier has suffered damages as a result of Liberty's bad faith actions and

omissions in refusing to tender plaintiff a legal defense in response to the Legal Action or

otherwise in denying plaintiff coverage.

Wherefore, Premier respectfully requests that judgment enter against Liberty awarding

plaintiff compensatory damages, double damages, treble damages and/or punitive damages,

prejudgment and post judgment interest, litigation costs, reasonable attorney's fees and any other

5

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relief this court deems appropriate and just.

Count IV Declaratory Relief - R.I.G.L. § 9-30-1 et seq.

- 35. Premier reincorporates the allegations contained in paragraphs 1 through 34 of its complaint as if fully set forth herein.
- 36. It is plaintiff's contention that any defense or other costs incurred by Premier in connection with the Legal Action is covered by Liberty pursuant to either Policy 1 or Policy 2.
- 37. Liberty has taken the position that none of those costs are covered by either Policy 1 or Policy 2.
- 38. The parties are entitled to a declaration by the court as to their respective rights and legal obligations concerning whether either Policy 1 or Policy 2 provides Premier insurance coverage and legal defense costs with respect to the Legal Action or the claim.

Wherefore, Premier respectfully requests that this court issue the following declaratory relief pursuant to R.I.G.L. § 9-30-1 et seq. in the form of an Order and Final Judgment to fully and finally resolve the instant dispute between the parties declaring:

- (i) That Policy 1 and/or Policy 2 required Liberty to pay for and provide

 Premier with a legal defense in response to the Legal Action and claim;
- (ii) That Liberty is legally required under Policy 1 or Policy 2 to reimburse

 Premier for all of its defense and other costs and expenses incurred by
 plaintiff in connection with the Legal Action and claim;
- (iii) That Liberty's failure to provide Premier with a legal defense and to compensate Premier for its losses associated with the Legal Action rises to the level of bad faith;
- (iv) Premier is entitled to reasonable attorney's fees and costs along with

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compensatory and statutory damages associated with Liberty's failure to provide Premier with a legal defense; and

Premier is entitled to such other and further relief as this Court deems just (v) and fair.

Count V R.I.G.L. § 9-1-45 Attorney's Fees

- 39. Premier reincorporates the allegations contained in paragraphs 1 through 38 of its complaint as if fully set forth herein.
- 40. Rhode Island law permits an award of reasonable attorney's fees when there is a complete absence of justiciable issues of fact or law in a contract dispute. See R.I.G.L. § 9-1-45.
- 41. There is a complete absence of justiciable issues of fact or law with respect to Liberty's contractual obligation to have provided Premier a legal defense and to indemnify Premier for its legal expenses, costs and other losses incurred in connection with the claim and/or the Legal Action.
- 42. Premier is entitled to an award of reasonable attorney's fees pursuant to R.I.G.L. § 9-1-45 in an amount to be determined at a later date.

Wherefore, Premier respectfully requests that judgment enter against Liberty in its favor awarding Premier its reasonable attorney's fees and costs incurred in connection with this particular litigation and any other relief this court deems appropriate and just.

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Reviewer: Lynn Gaulin

Demand for Jury Trial

Plaintiff hereby demands a trial by jury on all issues so triable and designates Michael J.

Lepizzera, Jr. and Stephen Peltier as its trial counsel.

/s/ Michael J. Lepizzera, Jr. Michael J. Lepizzera, Jr. (#4995) /s/ Stephen Peltier Stephen Peltier (#3822)

Plaintiff, Premier Title & Escrow Company, Inc. By and through its attorneys,

/s/ Michael J. Lepizzera, Jr. /s/ Stephen Peltier /s/ Scott K. Demello

Lepizzera & Laprocina Counsellors at Law, Ltd. Michael J. Lepizzera, Jr. (# 4995) Stephen Peltier (# 3822) Scott K. DeMello (# 7675) 117 Metro Center Blvd. Suite 2001 Warwick, Rhode Island 02886 Tel: (401) 739-7397

Fax: (401) 691-3558

Email: <u>mlepizzera@leplap.com</u> Email: speltier@leplap.com Email: sdemello@leplap.com

SUPERIOR COURT

SUMMONS

	Civil Action File Number
	PC-2015-2512
Plaintiff	Attorney for the Plaintiff or the Plaintiff
Premier Title & Escrow Company, Inc.	Michael J Lepizzera, Jr.
v.	Address of the Plaintiff's Attorney or the Plaintiff
Defendant	LEPIZZERA & LAPROCINA
Liberty Insurance Underwriers, Inc.	117 METRO CENTER BLVD
	SUITE 2001
	WARWICK RI 02886
	0 0 0 0 0
Licht Judicial Complex	Address of the Defendant
Providence/Bristol County	No Known Address** Confidential Address **
250 Benefit Street	Control of the Contro
Providence RI 02903	
(401) 222-3250	TENERS AND A COROL

TO THE DEFENDANT, Liberty Insurance Underwriers, Inc.:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 6/15/2015.	/s/ Henry Kinch
	Clerk

Witness the seal/watermark of the Superior Court

SUPERIOR COURT

Civil Action File Number

Premier Title & Escrow Company, Inc.	PC-2015-2512
V.	
Defendant	
Liberty Insurance Underwriers, Inc.	
PROOF OF SERVICE	
I hereby certify that on the date below I served a copy of this Sun Notice, and all other required documents received herewith upon the De Inc., by delivering or leaving said papers in the following manner: Under the Defendant personally. At the Defendant's dwelling house or usual place of abode with then residing therein. Name of person of suitable age and discretion Address of dwelling house or usual place of abode	efendant, Liberty Insurance Underwriers,
Age	helpel (L. V. L.) Indicates (septential sector)
Relationship to the Defendant	
☐ With an agent authorized by appointment or by law to receive service. Name of authorized agent	
☐ With a guardian or conservator of the Defendant. Name of person and designation	
☐ By delivering said papers to the attorney general or an assistant at	torney general if serving the state.
☐ Upon a public corporation, body, or authority by delivering said p manager. Name of person and designation	apers to any officer, director, or

Plaintiff

SUPERIOR COURT

Upon a private corporation, domestic or foreign:	
☐ By delivering said papers to an officer or a ma	anaging or general agent.
Name of person and designation By leaving said papers at the office of the cor	
☐ By leaving said papers at the office of the cor	poration with a person employed therein.
Name of person and designation	
	ged by appointment or by law to receive service of process.
Name of authorized agent	eive service, further notice as required by statute was given
as noted below.	eive service, further notice as required by statute was given
as noted below.	THE WAR
☐ I was unable to make service after the followin	g reasonable attempts:
16 9/2	
SERVICE DATE://	SERVICE FEE \$
Month Day Year	
Signature of SHERIFF or DEPUTY SHERIFF or CC	ONSTABLE
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	ERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE
NOTARIZED.	The state of the s
Signature	
Signature	
State of	
County of	
On this, 20	
appeared	personally known to the notary
or \square proved to the notary through sa	ntisfactory evidence of identification, which was
	, to be the person who signed above in my presence,
The second of th	ntents of the document are truthful to the best of his or her
knowledge.	
,	Notary Public
,	Notary Public:
1 N	Notary identification number:
1	total y lacitation name of .



Filed in Providence/Bristol County Superior Court Submitted: 11/28/2018:0:16:16:19 PGV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 14 of 57 PageID #: 17

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Reviewer: Alexa Goneconte



SUPERIOR COURT

AFFIDAVIT AND REQUEST FOR ENTRY OF DEFAULT

Plaintiff	Civil Action File Number	
Premier Title & Escrow Company, Inc.	PC-2015-2512	
Defendant		
Liberty Insurance Underwriters, Inc.		
☐ Murray Judicial Complex	☐ Noel Judicial Complex	
Newport County	Kent County	
45 Washington Square Newport, Rhode Island 02840-2913	222 Quaker Lane	
(401) 841-8330	Warwick, Rhode Island 02886-0107 (401) 822-6900	
☐ McGrath Judicial Complex	☐ Licht Judicial Complex	
Washington County	Providence/Bristol County	
4800 Tower Hill Road	250 Benefit Street	
Wakefield, Rhode Island 02879-2239	Providence, Rhode Island 02903-271	9
(401) 782-4121	(401) 458-3230	
I, Michael J. Lepizzera, Jr.	, of Lepizzera & Laprocina Counsel	lors at Law, Ltd.
117 Metro Center Blvd. Ste. 2001 Warwick, RI 02886	, upon oath and say as follows:	
1. That the Defendant has failed to plead or this court.	or otherwise defend as provided by the rule	es of

- 2. That the Defendant was not at the commencement of the above-entitled action, nor is now, in the "Military Service" of the United States as defined in the Servicemember's Civil Relief Act, 50 App. U.S.C. § 521, nor is the Defendant an American citizen serving with the forces of a United States ally or a reservist/draftee called to active duty.
 - 3. That the Defendant is not an infant or incompetent.
- 4. That the Defendant presently rexistence is a foreign corporation found at 175 Berkeley Street Boston, MA 02116 In addition.

the Defendant is a licensed Property and Casualty Insurance Company by the State of Rhode Island Department of Business Regulation Insurance Commissioner and is authorized to do business in the State of Rhode Island. Service of process was effectuated by serving the Insurance Commissioner who is an agent authorized to receive service of process.

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ne: 841812

Reviewer: Alexa Goneconte



SUPERIOR COURT

5. That this cause was commenced to recover a sum of	certain of \$ plus
nterest from to in to a in to a line state of the state of	the amount of \$,
6. That the Defendant has no setoffs or counterclaims opinion, there is no defense to this claim or cause of action.	s against this account and, in my
/s/ Michael J. Lepizzera, Jr.	Rhode Island Bar Number: 4995
Attorney for the Plaintiff or the Plaintiff	Date: November 28, 2016
Telephone Number: (401) 739-7397	
State of Rhode Island County of Kent	
On this <u>28th</u> day of <u>November</u> , 20 <u>16</u> , public, personally appeared <u>Michael J. Lepizzera, Jr.</u>	before me, the undersigned notary □ personally known to idence of identification, which was

preceding or attached document in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: Loretta McShane

My commission expires:

Notary identification number:

LORETTA MCSHANE

Date of Entry of Default
November 29, 2016

Notary Public
State of Rhode Island
My Comm. Expires Jan. 21, 2017

S/S/ Janna Fadale

Deputy Clerk 11/29/2016

_, to be the person who signed the

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Reviewer: Alexa Goneconte



SUPERIOR COURT

CERTIFICATE OF SERVICE

I hereby certify that, on the <u>28th</u> day of <u>November</u> , 20 <u>16</u> :
☑ I filed and served this document through the electronic filing system on the following parties: None.
The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.
☐ I served this document through the electronic filing system on the following partie
The document electronically served is available for viewing and/or downloading from the Rhoo Island Judiciary's Electronic Filing System.
☐ I mailed or ☐ hand-delivered this document to the attorney for the opposing party and/othe opposing party if self-represented, whose name isat the following address
/s/ <u>Lori Capuano</u> Name

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Reviewer: Alexa Goneconte



☐ SUPREME COURT ☐ SUPERIOR COURT	☐ FAMILY COURT ☐ DISTRICT COURT
☑ Providence/Bristol County or Sixth Division☑ Kent County or Third Division ☐ No.	•
Plaintiff	Civil Action File Number
Premier Title & Escrow Company, Inc.	PC-2015-2512
Defendant Liberty Insurance Underwriters, Inc.	
ENTRY OF APPEARANCE	CE – CIVIL CASES
I hereby enter my appearance for the □	Plaintiff/Petitioner ☑ Defendant/Respondent
_S / Courtney M. Cox	9552
Attorney Name or Self-represented Litigant	Rhode Island Bar Number
Ropes & Gray, Prudential Tower, 800 Boylston Street, Bost	on, MA 02199
Address	
617-951-7421	401-595-2831
Telephone Number	Cell Telephone Number
Courtney.Cox@ropesgray.com	
Email Address	
12/5/2016	
Date	
<u>CERTIFICATE O</u>	F SERVICE
I hereby certify that, on the <u>5th</u> day of <u>December</u> I filed and served this document through the el	
Premier Title & Escrow Company, Inc.	
The document electronically filed and served is available Rhode Island Judiciary's Electronic Filing System.	able for viewing and/or downloading from the
☐ I served this document through the electron	onic filing system on the following parties:
The document electronically served is available for sland Judiciary's Electronic Filing System.	viewing and/or downloading from the Rhode
☐ I mailed or ☐ hand-delivered this document to opposing party if self-represented, whose name is	
/s/	Courtney M. Cox
, 3,	Name

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Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc.,))
Plaintiff,) C.A. No.: PC-2015-2512
V.))
Liberty Insurance Underwriters, Inc.,))
Defendant.))

DEFENDANT LIBERTY INSURANCE UNDERWRITERS INC.'S MOTION TO SET ASIDE DEFAULT AND NOTICE OF HEARING

Defendant Liberty Insurance Underwriters Inc. hereby moves pursuant to Rule 55(c) of the Superior Court Rules of Civil Procedure to set aside the default entered in this matter on November 29, 2016. Good cause exists for the removal of this default. As grounds for this motion, LIUI states as follows:

- 1. Plaintiff filed this action on June 12, 2015.
- 2. Plaintiff did not serve a summons with respect to the complaint until November 2016.
- 3. Plaintiff served the summons and complaint upon the Rhode Island Department of Business Regulation, pursuant to Insurance Regulation 114, on November 2, 2016. Affidavit of Suzanne Douglas ("Douglas Aff."), Exhibit A.
- 4. The postmark on the mailing of the summons from the Department of Business Regulation to CSC Corporation, LIUI's agent for service of process, is November 28, 2016. Douglas Aff., ¶ 4 and Exhibit A.

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Reviewer: Alexa Goneconte

5. CSC provided the summons and complaint to LIUI on November 30, 2016. Douglas Aff., \P 3.

- 6. On November 28, 2016, 26 days after it served the summons and complaint on the Department of Business Regulation and before LIUI had received the summons, Plaintiff sought entry of a default against LIUI.
- 7. Counsel for Plaintiff was aware that LIUI was represented by counsel as LIUI's counsel had repeatedly requested information from Plaintiff in 2015 and 2016 to allow LIUI to assess the claims asserted in Plaintiff's complaint and attempt to resolve the matter. Exhibit 1.
- 8. Plaintiff's counsel did not notify LIUI's counsel that he was seeking the entry of a default against LIUI.
 - 9. No default judgment has been entered in this action.
- 10. Upon receipt of the summons, LIUI, though its counsel, requested an extension of time to respond to the complaint on December 1, 2016. Exhibit 2.
- 11. In response to this request, LIUI learned that a default had entered. Exhibit 3. LIUI now requests that the Court set aside the default
- 12. "Judgment by default is a drastic remedy which should only be employed in extreme situations." McKinney & Nazareth, P.C. v. Jarmoszko, 774 A.2d 33, 36-37 (R.I. 2001) (quoting Medeiros v. Hilton Homes, Inc., 122 R.I. 406, 410, 408 A.2d 598, 600 (1979)).
- 13. To vacate an entry of default before a default judgment is entered, a party must show "good cause" under Rule 55(c). Reyes v. Providence Place Grp., L.L.C., 853 A.2d 1242, 1246 (R.I. 2004). "[T]he only showing required for removing [a] default [is] good cause and not the mistake, inadvertence, surprise, or excusable neglect showing which would [be] demanded under [Rule] 60(b), had the default been followed by the subsequent entry of a final judgment."

374 A.2d at 793).

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Id. at 1247 (quoting Berberian v. Petit, 118 R.I. 448, 452, 374 A.2d 791, 793 (1977)) (internal quotation marks omitted). The "good cause" threshold for relief from default is lower and more easily overcome than that necessary for relief from judgment. Coon v. Grenier, 867 F.2d 73, 76 (1st Cir. 1989). "[W]here there are no intervening equities, any doubt [about the existence of good cause,] should as a general proposition, be resolved in favor of the movant so that the issue can be decided on the merits." Reyes, 853 A.2d at 1247 (quoting Berberian, 118 R.I. at 452-53,

- 14. Good cause exists for setting aside the default as LIUI had no actual notice that a summons had been served on the Rhode Island Department of Business Regulation under Insurance Regulation 114 until after the 20 days for a response had lapsed. Bahosh v. Klein, 688 A.2d 861, 861 (R.I. 1997) ("lack of actual notice ... was ample ground" for vacating default); see also, Coon, 867 F.2d at 74 (no indication that the defendant "consciously sought to evade process").
- 15. LIUI's failure to respond to the summons within 20 days of service on the Rhode Island Department of Business Regulation was not the result of neglect, much less gross neglect. LIUI was not aware of the summons until after the 20 days had elapsed and after Plaintiff had requested a default.
- 16. Plaintiff will not be prejudiced by the Court setting aside the default. Although it filed a complaint in June 2015, Plaintiff did not serve the summons until November 2016. In the intervening months, LIUI's counsel requested information from Plaintiff in an effort to resolve this matter, but the requested information was never provided. Notwithstanding the fact that counsel for Plaintiff knew that LIUI was represented by counsel and had the contact information for LIUI's counsel, Plaintiff did not inform LIUI that a summons had been served on the Rhode

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Island Department of Business Regulation. Instead, six days after expiration of the 20-day

response period following service of the summons on the Rhode Island Department of Business

Regulation, Plaintiff requested the entry of a default.

WHEREFORE, LIUI respectfully requests that the Court set aside the default in this

matter pursuant to Rhode Island Superior Court Rule 55(c) and permit LIUI 20 days from the

lifting of default to answer or otherwise respond to the complaint.

NOTICE OF HEARING

PLEASE TAKE NOTICE that the within Motion will be called for hearing on

January 11, 2017.

Dated: December 8, 2016

Respectfully submitted,

/s/ Courtney M. Cox

Courtney M. Cox

ROPES & GRAY LLP

Prudential Tower 800 Boylston Street

Boston, MA 02199-3600

Phone: (617) 951-7000

Attorney for Liberty Insurance Underwriters, Inc.

-4-

Case Number: PC-2015-2512 Filed in Providence/Bristol County Superior Court Submitted: 12/8/2008-22:03 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 22 of 57 PageID #: 25

Envelope: 854985

Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc.,)
Plaintiff,)) C.A. No.: PC-2015-2512
v.)
Liberty Insurance Underwriters, Inc.,))
Defendant.))

CERTIFICATE OF SERVICE

I hereby certify that, on the 8th day of December, I filed and served this document through the electronic filing system on the following parties: Premier Title & Escrow Company, Inc.

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

Dated: December 8, 2016

/s/ Courtney M. Cox Courtney M. Cox ROPES & GRAY LLP **Prudential Tower** 800 Boylston Street Boston, MA 02199-3600

Phone: (617) 951-7000

Attorney for Liberty Insurance Underwriters, Inc.

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2015 22:1:05 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 23 of 57 PageID #: 26

Envelope: 854985

Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc.,))
Plaintiff,) C.A. No.: PC-2015-2512
v.))
Liberty Insurance Underwriters, Inc.,)
Defendant.))

DECLARATION OF SUZANNE DOUGLAS

- I, Suzanne Douglas, declare as follows:
- 1. I am a Business Process Specialist for Liberty Mutual Insurance Company. I submit this declaration in support of Liberty Insurance Underwriters, Inc.'s motion to set aside default in the above-captioned action.
- 2. I am responsible for receipt of summonses from CSC Corporation ("CSC"), the agent for service of process for Liberty Mutual companies including Liberty Insurance Underwriters, Inc. ("LIUI").
- 3. On November 30, 2016, I received the summons for this action from CSC. To my knowledge, this was the first receipt by LIUI of any summons in connection with the above-captioned action. Attached hereto as Exhibit A are the materials received from CSC.
- 4. Among the materials received from CSC and attached hereto as Exhibit A was the certified mail envelope by which the Rhode Island Department of Business Regulation sent the summons in this action to CSC. The postmark on the envelope is dated November 28, 2016.

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This declaration is made under the penalties of perjury.

Dated: December 7th, 2016

Suzanne Douglas

Case Number: PC-2015-2512
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Reviewer: Alexa Goneconte

EXHIBIT A

Case Number: PC-2015-2512 Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 0:26: de/PMV-00058-WES-PAS **Decimen**t பெர்கள் செரும் 2087 7 Page 26 of 57 Page ID #: 29

Envelope: 854985 Reviewer: Alexa Goneconce

State of Rhode Island and Providence Plantations DEPARTMENT OF BUSINESS REGULATION 1511 Pontiac Avenue, Bldg. 69-2 Cranston, Rhode Island 02920

Insurance Division

November 2, 2016

Liberty Insurance Underwriters, Inc. C/o Corporation Service Company 222 Jefferson Blvd., Suite 200 Warwick, RI 02888

Enclosed is a copy of a Summons served upon me in the case of:

Premier Title & Escrow Company, Inc.

V.

Liberty Insurance Underwriters, Inc.

Kindly acknowledge receipt of the above at your earliest convenience.

RETURN DATE (WITHIN 20 DAYS)

Very truly yours,

Associate Director/Superintendent of Insurance

CC

Enclosures

CERTIFIED MAIL

Tel: 401-462-9520 Fax: 401-462-9602 TDD: 711 Web Site: www.dbr.ri.gov

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2015 2:25:06/PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 27 of 57 PageID #: 30

Envelope: 854985

Reviewer: Alexa Goneconte





SUPERIOR COURT

SUMMONS

PC-2015-25	12
	12
Plaintiff Attorney fo	r the Plaintiff or the Plaintiff
Premier Title & Escrow Company, Inc. Michael J L	pizzera, Jr.
v. Address of	he Plaintiff's Attorney or the Plaintiff
	& LAPROCINA
	CENTER BLVD
SUITE 2001	
WARWICK	RI 02886
	he Defendant
Providence/Bristol County No Known	Address** Confidential Address **
250 Benefit Street	
Providence RII 02903	
(401) 222 3250	

TOTHE DEFENDANT, Liberty Insurance Underwriers, Inc.:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 6/15/2015.	/s/ Henry Kinch
	Clerk

Witness the seal/watermark of the Superior Court

11-7-19 A True Copy Attest Constable 6050 Esposito

SC-CMS-1 (revised July 2014)

Case Number: PC-2015-2512
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Reviewer: Alexa Goneconte

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SUPERIOR COURT

Plaintiff	Civil Action File Number
Premier Title & Escrow Company, Inc.	PC-2015-2512
v.	
Defendant	
Liberty Insurance Underwriers, Inc.	
PROOF OF SERVICE	-
I hereby certify that on the date below I served a copy of this Sun	imons, complaint, Language Assistance
Notice, and all other required documents received herewith upon the De	fendant, Liberty Insurance Underwriers,
Inc., by delivering or leaving said papers in the following manner:	
☐ With the Defendant personally.	
☐ At the Defendant's dwelling house or usual place of abode with	a person of suitable age and discretion
then residing therein. Name of person of suitable age and discretion	
Address of dwelling house or usual place of abode	
Address of dwening mouse of usual place of about	
Age	
Relationship to the Defendant	Constitution of the Consti
☐ With an agent authorized by appointment or by law to receive serven	vice of process.
Name of authorized agent	
If the agent is one designated by statute to receive service, further	notice as required by statute was given
as noted below.	
☐ With a guardian or conservator of the Defendant.	
Name of person and designation	
☐ By delivering said papers to the attorney general or an assistant at	tornov conoral if coming the state
by derivering said papers to the attorney general of an assistant at	othey general it serving the state.
☐ Upon a public corporation, body, or authority by delivering said papers to any officer, director, or	
manager.	are to may officer, and officer, or
Name of person and designation	
1 0	

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2019 2:25:08/PKV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 29 of 57 PageID #: 32
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Reviewer: Alexa Goneconte



SUPERIOR COURT

Upon a private corporation, domestic or foreign:	
☐ By delivering said papers to an officer or a managing or general agent.	
Name of person and designation	
☐ By leaving said papers at the office of the corporation with a person employed therein.	
Name of person and designation	
Name of authorized agent If the agent is one designated by statute to receive service, further notice as required by statute was given	
If the agent is one designated by statute to receive service, further notice as required by statute was given	
as noted below.	
☐ I was unable to make service after the following reasonable attempts:	
SERVICE DATE: Month Day Year SERVICE FEE \$	
Month Day Year	
Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE	
SIGNATURE OF PERSON OTHER THAN A SHERIFF OF DEPUTY SHERIFF OF CONSTABLE MUST BE	
NOTARIZED.	
Signature	
State of	
County of	
On this day of, 20, before me, the undersigned notary public, personally	
appeared □ personally known to the notary or □ proved to the notary through satisfactory evidence of identification, which was	
, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.	
Notary Public:	
My commission expires:	
Notary identification number:	

Case Number: PC-2015-2512
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Reviewer: Alexa Goneconte



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Envelope: 854985

Reviewer: Alexa Goneconte

មើលសេចក្តីដូនជំណឹងនេះជាភាសាខ្មែរ អស្បាញ និងពីរទុយហ្គឺលនៅរល័ទំព័រដែលបានភ្ជាប់។

លេចក្តីជូនជំលាំង



លោកអ្នកមានបណ្ដឹងនៅក្នុងប្រព័ន្ធពុលាភាពនៃរដ្ឋ Rhode Island។

ៈលោកអ្នកមានសិទ្ធិស្នើសុំអ្នកបកប្រែដោយឥតគិតថ្លៃសម្រាប់ខ្លួនឯង។

ลีกาเบทิบสัมบายสภาการกัดกบริธ Rhode Island (Rhode Island Supreme Court Executive Order) เกษต 2012-05 បានចែនបាននៅពេលបុគ្គលដែលមាននំហោះនិងផ្នែកភាសាអង់រដ្ឋសមានកំណត់ (LEP) បង្ហាញខ្លួននៅក្នុងតុលាការ តុលាការនៃ Rhods Island និងផ្ដល់ខ្លួកនេកប្រែដែលបានអតុញ្ញាននោយអតុកិតថ្លៃសម្រាប់ចុងចោទ ដើមបោទ សាក្ស៊ី ជននេះប្រាះ

នាកាលិករបស់គន់តិចន ខ្លួនណេទូកដែលនាក់កន្លែចដែលដៃក្រសាប្រសេលបានការប្រសាធនានេះការប្រសេលបានការប្រសាធនានេះការប្រសេល នៅត្រប់ប្រភេទនៃបញ្ជីស ទាំបន្លេចប្រសេស និងប្រពេទ្ធកម្ម រដ្ឋមានបង្ហែបក្នុងការបន្លែកនៅក្នុងក្រសាបនេះក្រសាបនេះក្រស នៅក្រុមប្រភេទនៃបញ្ជីស ទាំបន្លេចប្រសេស និងប្រពេទ្ធកម្ម រួមបន្តប្បវា្ធកម្មការបន្តិចក្រសាបនេះក្នុងក្រុមបន្ទេកក៏ និង នៅក្នុងប្រភេទនេះបានប្រភព្ធសម្រាប់ប្រជាធិប្បវាធនានេះការបន្តិចការបន្តិចការនៅក្នុងការបន្តិចក្រសាបនេះប្រជាធិប្បវា្ [. ប្រជុំក្រសាសនាយាយលើប្រភពជាប្រែប្រទាំងប្រភព្ធសមានបានបាន (401) 222-3710 ឬ

- ធ្វើគឺម៉ែលទៅកាន់ <u>interpreterfeedback@courts.ri.gov</u> ប្
- នៅការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រក្រារប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រការប្រភាពប្រភាពប្រភាពប្រភាពិប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភាពប្រភ

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Licht Judicial Complex Fourth Floor, Room 401 Providence, RI 02903

នៅពេលស្នើសុំអ្នកបកប្រែ សូមប្តល់ផ្លូវជំនិមានផ្ទុបខាងផ្យាទ ៖

- ឈ្មោះ និងលេខបណ្ដឹងរបស់លោកអ្នក
- ភាសាដែលលោកអ្នកស្នើសុំ
- ភាពឃើរខ្លួន និងហើងសវនាការរបស់លោកអ្នក
- ទីតាំងខែលាខាការបាស់លោកអ្នក
- វណ្ណាះ និងលោខទូរស័ក្ខលោកអ្នកដែលឃើងខ្ញុំមានទំនាក់ទំនងយោកអ្នក ដូចនាវិលោកអ្នកបាន

សម្រាប់ព័ត៌បានបង្ហែមបាកាសព៍ឡេយហ្គីល រុស្ស៊ី នេះអស្បាញ វុទទាំងបញ្ចឹទ្ធទៀតបបបរណុភាគារដែលមានបាកាសារអស្បាញនោះ សូមចូល ទៅកាន់នៃបានខ្លាំងប្រជាពលរដ្ឋបានបង្ហែងប្រជាពលរដ្ឋបានបង្ហែងប្រជាពលរដ្ឋបានបង្ហាយការប្រជាពលរដ្ឋបានបង្ហែងបានបង្ហែងប

http://www.courts.ri.gov/interpreters/englishversion/default.aspxin

ដើម្បីស្នើសុំការមកប្រែសេចក្តីជូនពិស័ពនេះជាកាសាណាមួយផ្សេងទៀត សូមទូសើច្ចមកការិយាល័យអ្នកបកប្រែប្រចាំកុលាតាគោមរយៈលេខ (401) 222-8730។ តដាកាលើបានដែលត្រូវមានអ្នកនិយាយភាសាអន់ខ្លេសជាមួយលោកអ្នកនៅពេលដែលលោកអ្នកខូសើក្នុជិ្ជបក

កុលភា៖ Rhoda Island ប្តេជ្ញាធ្វើឲ្យដុលាការអាចប្រើប្រាស់បានសម្រាប់មនុស្សគ្រប់គ្នា។

Licht Judicial Complex Fourth Floor Room 401 250 Benefit Street

See this notice in Cambodian, Spanish, and l'infuguese en the attached pages. Español: Véase esta notificación en camboyano, español y portugués en las péginas adjantar Português: Leis esta notificação em cambojano, español e português nas péginas em anexe

AVISO



Usted tiene un caso en el sistema judicial de Rhode Island.

Usted tiene el derecho a tener un intérprete sin costo para usted. La Orden Ejecutiva 2012-05 del Tribunal Supremo de Rhode Island dicta que cuando una

La Orden Ejecutiva. 2013-05 del Tribunal Supremo de Rhode Island dicita que cuando una persona que tiene un dominio limitado del inglés (LEP) compareze ante la corte. El Sistema Judicial de Rhode Island le provezs' un intérprete autorizado grantis sea el ucusado/deuxandado, dennadante, testigo, velctima, padre de un menor de eded alguien que tenga con un interés importante en el proceso de la corte. Este servicio de interpretación se le proveerá sin costo alguno a los participantes en todo elase de caso, sea civil o penal.

Los intérpretes judiciales trabajan en todos los tribunales del Sistema Judicial de Rhode Island.

Para solicitar un intérprete para su comparecencia en el tribunal, usted tiene las siguientes opciones:

- 1. Llamar a la Oficina de Intérpretes en el tribunal al 401-222-8710 ;
- 2. Mandar un correo electrónico a interpreterfeedback@courts.ri.gov; o
- 3. Presentarse a la Oficina de Intérpretes para solicitar un intérprete:

The Office of Court Interpreters Licht Judicial Complex Cuarto Piso, Oficina 401 A-B 250 Benefit Street Providence, RI 02903

Al solicitar un intérprete, por favor proves la siguiente información:

- El nombre y el número de su caso
- . El idioma que solicita
- · La fecha y hora de su audiencia
- Dönde va a tomar lugar su audiencia
- . Su nombre y número de teléfono por el cual nos podumos poner en contacto con usted o con su

Para obtener más información en portugués, ruso o español, incluyendo una lista de formularios de la corte que están disponibles en español, visite nuestru página de internet;

http://www.courts.ri.gov/Interpreters/englishversion/default.aspxi

Para solicitar la traducción de este aviso en cualquier otro idioma, por favor llame a la oficina de intérpretes al (401) 222-8710. Ayudaría si usted puede estar en compañía de una persona que habia inglés cuando liame

El sistema jurídico de Rhode Island se compromete a proporcionar a todas las personas mejor acceso a los tribunales.

The Office of Court Interpret Licht Judicial Complex Fourth Floor Room 401 250 Benefit Street widence, RI 02903

See this notice in Cambodian, Spanish, and Portuguese on the attached pages.

Camboyano: SAMPLE: [Véase esta notificación en camboyano, español y portuguéa en las páginas adjuntas.]

Expañol: Véase esta notificación en camboyano, español y portuguée en las páginas adjuntas.

Português: Leia esta notificação em cambojano, espanhol e português nas páginas em anexo.



NOTIFICAÇÃO

V. Ex.º tem um processo em curso no sistema judiciário do Estado de Rhode Island.

V. Ex. * tem direito aos serviços gratuitos de um intérprete.

A Ordem Exocusiva 2012-05 do Supremo Tribonal de Rhode Island prevé que quando uma possoa com conhecimentos limitados da língua inglesa (Limited-English Proficent) (LEP) comparece em tribunal, a Administração Judiciária de Rhode Island (algonibiliza-he granutamente os serviços de um interpreta usorizado a um rêtu, autor, testemunha, vitina, pai ou mão de um meoor ou alguém com interesse aignificativo no processo judicial. O serviço de intérprete é prestado gratultamente da partes e em todos os tipos de processos, esjam eles civis ou penais. Os intérpretes do tribunal trabelham em todos os tribunais do sistema judiciário do Estado de Rhode Island.

Para agendar os servicos de um intérprete para o seu día no tribunal, tem as seguintes opções:

- Telefonar para o Gabinete de Intérpretes Judiciais através do n.º (401) 222-8710, ou
- Enviar uma mensagem de correlo eletrónico para interpreterfeedback@courts.ri.gov,
- Deslocar-se ao gabinete de intérpretes para agendar os serviços de um intérprete:

Gabinete de Intérpretes Judiciais Compiexo Judicial Licht Quarto Piso, Sala 401 250 Benefit Street Providence, RI 02903

Quando solicitar os serviços de um intérprete deve fornecer os seguintes dados:

- O nome e número do seu processo

- O seu nome e um número de telefone para o podermos contactar a si ou ao seu advoyado

Para obter mais informações em português, russo e espanhol, incluindo uma lista dos formulários judiciais disponíveis em espanhol, visite o nosso website na internet: http://www.courts.ri.gov/lnterpreters/englishversion/default.asmi.

Para solicitar uma madução desta notificação para qualquer cutro idioma, telefone para o Gabinete de Intérpretes Judiciais através do número (401) 222-8710. Recomenda-se que estéja acompanhado por alguém que fale inglês quando fizer a chamada.

A Administração Judiciária de Rhode Island está empenhada em tomar os tribunais acessíveis para todos

Gabinete de Intérpretes Judiciais Comptexo Judicial Licht Quarto Piso, Sala 401 250 Benefit Street

See this notice in Cambodian, Spanish, and Portuguese on the attached pages.

Español: Véase esta notificación en camboyano, español y portugués en las páginas adjuntas.

Portugués: Leia esta notificação em cambojano, español e portugués nas páginas em enexo.

NOTICE



You have a case in the Rhode Island state court system.

You have the right to an interpreter at no cost to you.

Rhode Island Supreme Court Executive Order 2012-05 states that when a Limited-English Proficient (LEP) person appears in court, the Rhode Island Judiciary will provide a free authorized interpreter for the defendant, plaintiff, witness, victim, parent of a juvenile, or someone with a significant interest in the court proceeding. This interpreting service is provided at no cost to the parties and in all types of cases, both civil and criminal. Court interpreters work in all the courthouses of the Rhode Island state court

To schedule an interpreter for your day in court, you have the following options:

- Call the Office of Court Interpreters at (401) 222-8710, or
- Send an email message to interpreterfeedback@courts.ri.gov, or
- Visit the interpreters' office to schedule an interpreter:

The Office of Court Interpreters Licht Judicial Complex Fourth Floor, Room 401 250 Benefit Stree Providence, RI 02903

When requesting an interpreter, please provide the following information:

- The name and number of your case
- The language you are requesting The date and time of your hearing

- The location of your hearing
 Your name and a telephone number where we can reach you or your lawyer

For more information in Portuguese, Russian, and Spanish, including a listing of court forms that are available in Spanish, please visit our website on the inter http://www.courts.ri.gov/Interpreters/englishversion/dcfault.aspx.

To request a translation of this notice into any other language, please call the Office of Court Interpreters at (401) 222-8710. It would be helpful to have an English speaker with you when you call.

The Rhode Island Judiciary is committed to making the courts accessible to all.

The Office of Court Interpre Licht Judicial Complex Fourth Floor Room 401 250 Benefit Street Providence, RI 02903

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Reviewer: Lynn Gaulin

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc. Plaintiff

v.

C.A. No.: PC-15-

Liberty Insurance Underwriters, Inc. Defendant

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Premier Title & Escrow Company, Inc. ("Premier" or "plaintiff") hereby makes its complaint against defendant Liberty Insurance Underwriters, Inc. ("Liberty" or "defendant") as follows:

Parties A.

- Premier is a corporation organized in the State of Rhode Island with a principal 1. place of business in Providence, Rhode Island.
- 2. Liberty is an insurance company authorized to do business in the State of Rhode Island.

B. Jurisdiction

3. The Superior Court has exclusive jurisdiction over the instant matter as it involves, inter alia, an action at law in which the amount in controversy exceeds the sum of ten thousand dollars (\$10,000.00) pursuant to R.I.G.L. § 8-2-14. In addition, exclusive jurisdiction lies in the Superior Court as this matter involves a claim for declaratory relief pursuant to the Uniform Declaratory Judgments Act (see R.I.G.L. § 9-30-1 et seq.) asking this Court to declare the rights, status, obligations and other legal relations between the parties concerning certain

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insurance policies issued by Liberty in its capacity as the insurer in favor of Premier, a named insured, under the subject policies.

C. Venue

4. Venue properly lies in the County of Providence pursuant to R.I.G.L. § 9-4-4 since the defendant can be found therein.

D. Statement of Facts

- 5. At all relevant times hereto, Premier was in the business of performing real estate title and closing services.
- 6. There are two (2) insurance policies at issue in this litigation. Those policies are as follows:
 - A lawyer's professional liability insurance policy issued by Liberty (i) naming Premier as an insured bearing policy number LPA 195137-019 for the policy period covering July 29, 2009 to July 29, 2010 ("Policy 1").
 - A lawyer's professional liability insurance policy issued by Liberty (ii) naming Premier as an insured bearing policy number LPA 195137-020 for the policy period covering July 29, 2010 to July 29, 2011 ("Policy 2").
- 7. A claim for negligence was first made by Wells Fargo against Premier by way of a letter dated March 16, 2010 (the "claim").
- As part of the claim, Wells Fargo alleged that Premier was negligent in 8. connection with a real estate loan transaction in the State of Oregon.
- 9. Although Premier vehemently denied Wells Fargo's claim, Premier timely reported the claim to Liberty by forwarding it to Liberty's representatives.
- At the time Premier received the claim and reported it to Liberty, Premier was 10. insured by Policy 1 for any potential losses and defense costs arising out of the claim.
 - 11. On or about September 30, 2011, the claim ripened into a lawsuit when Premier

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was sued in the Circuit Court of Tillamook County in the State of Oregon (the "Legal Action").

- 12. Upon receiving notice of the Legal Action, Premier reported it in a timely manner to Liberty and requested that the insurer defend and indemnify it for any losses, costs and expenses arising out of the Legal Action.¹
- Premier was covered by Liberty for any and all defense costs and losses 13. associated with the Legal Action under either Policy 1 or Policy 2.
- 14. At first, Liberty represented to Premier that it was covered for this particular lawsuit and therefore the insurer would provide Premier with a defense to the Legal Action.
- 15. Notwithstanding, Liberty later changed course and wrongfully denied Premier's request for coverage. More importantly, it further refused to provide the insured with either legal counsel or to pay for any defense costs related to the Legal Action.
- 16. As a result, Premier was forced to hire its own counsel and ultimately expended significant sums of money to defend the Legal Action.
- 17. While Premier was ultimately successful in its defense of the Legal Action, Premier remains out of pocket the monies it was forced to expend for its legal defense.
- 18. Premier has made demand upon Liberty for reimbursement of its defense and other costs it incurred in successfully defending the Legal Action.
- 19. Liberty had no reasonable basis for denying Premier coverage with respect to the Legal Action.
- 20. As a separate matter, Liberty had no reasonable basis for refusing to tender Premier a legal defense in response to the Legal Action.²

¹ Similar to the position it took when first receiving the claim, Premier maintained that it did nothing wrong and denied the allegations set forth in the Legal Action.

² It is hornbook insurance law that an insurer's duty to defend is much broader than its duty to indemnify. Liberty

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21. Liberty wrongfully refuses to indemnify Premier for its defense costs and other

monetary losses it suffered in connection with the Legal Action.

22. Liberty's refusal to reimburse Premier has caused significant financial harm to the

plaintiff.

Count I
Breach of Contract

23. Premier reincorporates the allegations contained in paragraphs 1 through 22 of its

complaint as if fully set forth herein.

24. The facts set forth above constitute a breach of contract on the part of Liberty.

25. Premier has suffered damages as a direct and proximate result of Liberty's breach

of contract.

26. The amount of Premier's damages will be established at the time of trial.

Wherefore, Premier respectfully requests that this Honorable Court enter judgment

against Liberty for the full amount of plaintiff's damages awarding Premier compensatory

damages, prejudgment and post judgment interest, attorney's fees, costs and such other and

further relief as this court deems just and fair.

Count II R.I.G.L. § 9-1-33 Statutory Bad Faith

Premier reincorporates the allegations contained in paragraphs 1 through 26 of its

complaint as if fully set forth herein.

28. The plaintiff repeatedly asked Liberty to provide and pay for Premier's legal

defense in order to allow Premier to properly defend itself against the claims asserted in the

Legal Action.

27.

should have minimally provided Premier a legal defense to the Legal Action instead of just leaving the insured to

fend for itself.

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29. Liberty had no good faith reason for denying coverage or refusing to tender a

legal defense on behalf of Premier since the claim and Legal Action was clearly covered by

either Policy 1 or Policy 2.

30. The facts set forth above establish a claim for statutory bad faith against Liberty

pursuant to R.I.G.L. § 9-1-33.

31. Premier is entitled to compensatory damages along with statutory damages,

punitive damages, reasonable attorney's fees and costs incurred in connection with defending the

Legal Action as well as prosecuting the instant lawsuit.

Wherefore, Premier respectfully requests that judgment enter against Liberty awarding

plaintiff compensatory damages, statutory damages, punitive damages, prejudgment and post

judgment interest, litigation costs, reasonable attorney's fees and any other relief this court

deems appropriate and just.

Count III
Common Law Bad Faith

32. Premier reincorporates the allegations contained in paragraphs 1 through 31 of its

complaint as if fully set forth herein.

33. The facts set forth above establish a claim for common law bad faith against

Liberty.

34. Premier has suffered damages as a result of Liberty's bad faith actions and

omissions in refusing to tender plaintiff a legal defense in response to the Legal Action or

otherwise in denying plaintiff coverage.

Wherefore, Premier respectfully requests that judgment enter against Liberty awarding

plaintiff compensatory damages, double damages, treble damages and/or punitive damages,

prejudgment and post judgment interest, litigation costs, reasonable attorney's fees and any other

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Reviewer: Lynn Gaulin

relief this court deems appropriate and just.

Count IV Declaratory Relief - R.I.G.L. § 9-30-1 et seq.

- 35. Premier reincorporates the allegations contained in paragraphs 1 through 34 of its complaint as if fully set forth herein.
- 36. It is plaintiff's contention that any defense or other costs incurred by Premier in connection with the Legal Action is covered by Liberty pursuant to either Policy 1 or Policy 2.
- 37. Liberty has taken the position that none of those costs are covered by either Policy 1 or Policy 2.
- 38. The parties are entitled to a declaration by the court as to their respective rights and legal obligations concerning whether either Policy 1 or Policy 2 provides Premier insurance coverage and legal defense costs with respect to the Legal Action or the claim.

Wherefore, Premier respectfully requests that this court issue the following declaratory relief pursuant to R.I.G.L. § 9-30-1 et seq. in the form of an Order and Final Judgment to fully and finally resolve the instant dispute between the parties declaring:

- (i) That Policy 1 and/or Policy 2 required Liberty to pay for and provide

 Premier with a legal defense in response to the Legal Action and claim;
- (ii) That Liberty is legally required under Policy 1 or Policy 2 to reimburse

 Premier for all of its defense and other costs and expenses incurred by

 plaintiff in connection with the Legal Action and claim;
- (iii) That Liberty's failure to provide Premier with a legal defense and to compensate Premier for its losses associated with the Legal Action rises to the level of bad faith;
- (iv) Premier is entitled to reasonable attorney's fees and costs along with

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Reviewer: Lynn Gaulin

compensatory and statutory damages associated with Liberty's failure to provide Premier with a legal defense; and

(v) Premier is entitled to such other and further relief as this Court deems just and fair.

Count V R.I.G.L. § 9-1-45 Attorney's Fees

- 39. Premier reincorporates the allegations contained in paragraphs 1 through 38 of its complaint as if fully set forth herein.
- 40. Rhode Island law permits an award of reasonable attorney's fees when there is a complete absence of justiciable issues of fact or law in a contract dispute. See R.I.G.L. § 9-1-45.
- 41. There is a complete absence of justiciable issues of fact or law with respect to Liberty's contractual obligation to have provided Premier a legal defense and to indemnify Premier for its legal expenses, costs and other losses incurred in connection with the claim and/or the Legal Action.
- 42. Premier is entitled to an award of reasonable attorney's fees pursuant to R.I.G.L. § 9-1-45 in an amount to be determined at a later date.

Wherefore, Premier respectfully requests that judgment enter against Liberty in its favor awarding Premier its reasonable attorney's fees and costs incurred in connection with this particular litigation and any other relief this court deems appropriate and just.

Case Number: PC-2015-2512

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Reviewer: Lynn Gaulin

Demand for Jury Trial

Plaintiff hereby demands a trial by jury on all issues so triable and designates Michael J.

Lepizzera, Jr. and Stephen Peltier as its trial counsel.

/s/ Michael J. Lepizzera, Jr. Michael J. Lepizzera, Jr. (#4995) /s/ Stephen Peltier Stephen Peltier (#3822)

Plaintiff,
Premier Title & Escrow Company, Inc.
By and through its attorneys,

/s/ Michael J. Lepizzera, Jr. /s/ Stephen Peltier /s/ Scott K. Demello

Lepizzera & Laprocina Counsellors at Law, Ltd. Michael J. Lepizzera, Jr. (# 4995)
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Email: mlepizzera@leplap.com Email: speltier@leplap.com Email: sdemello@leplap.com

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Reviewer: Alexa Goneconte

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លោកអ្នកមានសិទ្ធិស្នើសុំអ្នកមកប្រែដោយឥតពិតថ្លៃសម្រាប់ខ្លួនឯង។

នីកាប្រគិបត្តិរបស់គូលាការកំពូលនៃ Rhode Island (Rhode Island Supreme Court Executive Order) លេខ 2012-05 បានថែនថានៅពេលបុព្ខលបែលមានចំណេះនឹងថ្នែកកាសាអង់គ្លេសមានកំណត់ (LEP) បង្ហាញខ្លួចនៅក្នុងកុលាការ កុលាការនៃ Rhoos lakend និងផ្តល់ម្តុកបរិប្រជែលបានខេត្តប្រាតនោយឥតគិតវិជ្ជសម្រាប់ពុចចោទ ដើមនោទ សារក្សី នគេចក្រោះ

មានប្រសារ ស្ថិត និង នេះបានប្រសាទកំពែលកេតព័ទ្ធប្រាំងស្ថិនខ្មែរជាងស្ថិតសំណារការក្រលាការ។ សោកមួយកប្រែនេះ ទ្រាវបានផ្តល់ជូនពោយពេតពិតថ្ងៃសម្រាប់ពួកាតិ និង មានបុរាយបានមាននេះ ប្រទេសក្តេច ការប្រភពពលបានបានប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រភពពលបានប្រកាសប្រកាសប្រកាសប្រកាសប នៅត្រប់ប្រភពពលបានក្រុមបានប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រសាធារបស់ប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប្រកាសប

- iğilisanınını interpreterfeedback@courts.ri.gov y
- ទៅកាន់ការិយាល័យផ្ទាបកប្រែបើឡើកគ្រាងពេលវេលាផ្ទុកបកវិប្រ ៖

The Office of Court Interpreters Licht Judicial Complex Fourth Floor, Room 401 250 Renefit Street

នៅពេលស្នើស្នំអ្នកបក់ជ្រៃ សូមជួល់ដូវជំពីមានជួបខាងផ្កាម ៖

- . ក្រោះ និងពេរនបញ្ជីពេរស់លោកអ្នក
- កាសដែលលោកអ្នកស្នើសុំ
- ៣សជើញទ និងគោំងសវនាការបស់លោកអ្នក
- . ទីតាំបនៃសាធាការបស់លោកអ្នក
- ឈ្មោះ និងលេខទូរស័ព្ទលោកអ្នកដែលយើងខ្ញុំអាចទីនាក់ទំនងលោកអ្នក ដូចេនវិលោកអ្នកបាន

សម្រាប់ព័ត៌ហទបន្ថែមពាកាសាព័រខុយណ្ដ៍ល្បស្សី និងអស្សាញ រួមទាំងបញ្ជីចម្រច់បែបបទពុលាការដែលមានជាកាសារអស្បាញនោះ សូមចូល ទៅកាន់ដេលទិព័ណ្ឌដៃខ្លីនៅលើងខ្ញុំនៅលើអ៊ុនធឺណិក ៖

http://www.courts.ri.gov/interpreters/englishversion/default.aspxi1

ដើម្បីដៀស៉ុការបកប្រែសេចក្តីដូចដំណឹងនេះជាភាសាណាមួយផ្សេងទៀត សូមទូរស័ព្ទមកកនិយាល័យអ្នកបកប្រែប្រចាំកុលាកាតាមរយៈលេខ (401) 222-8710។ កជាការចាំបានដែលត្រូវមានអ្នកទិយាយកាសាអង់គ្លេសជាមួយលោកអ្នកទៅពេលដែលលោកអ្នកទូរស័ព្ទដូល។

ពុលការ Rhode Island ឬេជ្ជាធ្វើឡុពុលការអាចប្រើប្រាស់បានសម្រាប់មនុស្សគ្រប់គ្នា

minnaungnuntgupananma Licht Jadicial Complex Fourth Floor Room 401 250 Benefit Street Providence, R1 02903

AVISO



Usted tiene un caso en el sistema judicial de Rhode Island.

Usted tiene el derecho a tener un intérprete sin costo para usted.

La Orden Ejecutiva 2012-05 del Tribunel Supromo de Rhode Island dicta que cuando una persona que tiene un dominio limitado del inglés (LEP) comparece ante la corte, el Sistema Judicial de Rhode Island le proversa un interprete autorizado gratis sea el ecusado/deusandado, demandante, testigo, victima, padre de un manor de edad alguien que tenga com un interés importante en el proceso de la corte. Este servicio de interpretación se le proveerá sin costo alguao a los participantes en

indicata de caso, sea civil o penal.

Los intérpretes judiciales trabajan en todos los tribunales del Sistema Judicial de Rhode Island.

Para solicitar un intérprete para su comparecencia en el tribunal, usted tiene las siguientes opciones:

- 1. Liamar a la Oficina de Intérpretes en el tribunal al 401-222-8710 ;
- 2. Mandar un correo electrónico a (nterpreterfeedback@courts.rl.gov; o
- 3. Presentante a la Oficina de Intérpretes para solicitar un intérprete:

The Office of Court Interpreters Licht Judicial Complex Cuarto Piso, Oficina 401 A-B 250 Benefit Street Providence, RI 02903

Al solicitar un intérprete, por favor provea la siguiente información:

- · El pombre y el número de su caso
- · El idioma que solicita
- . La fecha y hora de su audiencia
- . Donde va a tomar lugar su audiencia
- Su nombre y número de teléfono por el cual nos podamos poner en contacto con usted o con su

Para obtener más información en portugués, ruso o español, incluyendo una lista de formularios de la corte que están disponibles en español, visito nuestru página de internet;

http://www.courts.ri.gov/Interpreters/englishversion/default.aspxi

Para solicitar la traducción de este aviso en cualquier otro idioma, por favor llame a fa oficina de intérpretes al (401) 222-8710. Ayudaría si usted puede estar en compañía de una persona que habia inglés cuando llame.

El sistema jurídico de Rhode Island se compromete a proporcionar a todas las personas mejor acceso a los tribunales.

The Office of Court Interpreters Licht Judicial Complex Fourth Floor Room 401 250 Berselit Street Providence, RI 02903

Sec this notice in Cambodian, Spaniah, and Portuguese on the uttached pages.

Camboyane: SAMPLE: [Véase cats notificación en camboyane, español y portugués en las páginas a

Expañol: Véase esta notificación en camboyane, español y portugués en las páginas adjuntas.

Português: Leia esta notificação em cambojano, espanhol e português nas páginas em anexo.



NOTIFICAÇÃO

V. Ex. tem um processo em curso no sistema judiciário do Estado de Rhode Island.

V. Ex.ª tem direito aos serviços gratuitos de um intérprete.

A Ordem Executiva 2012-05 do Supremo Tribunal de Rhode Island prevé que quando uma pessoa com conhecimentos limitados da língua inglesa (Limited-English Profictent) (LEP) comparece em tribunal, a Administração Judiciária de Rhode Island disponibilira-lhe granultamente os serviços de um interprese autorizado a um rêu, suntor, estemuha, vitima, pai ou mão de um menor ou alguém com interesse significativo no processo judicial. O serviço de intérprete é prestado gratultamente ás partez e em todos os tipos de processos, sejam eles civis ou penais. Os intérpretes do tribunal trabalham em todos os tribunals do sistema judiciário do Estado de Rhode Island.

Para agendar os serviços de um intérprete para o seu dia no tribunal, tem as seguintes opções:

- Telefonar para o Gabinete de Intérpretes Judiciais através do n.º (401) 222-8710, ou
- Enviur uma mensagem de correlo eletrónico para interpreterfeedback@courts.ri.gov, ou

Deslocar-se no subjucte de intérpretes para agendar os servicos de um intérprete: Gabinete de Intérpretes Judiciais

Complexo Judicial Lic Quarto Piso, Sala 401 250 Benefit Street Providence, RI 02903

Quando solicitar os serviços de um intérprete deve fornecer os seguintes dados:

- O nome e número do seu processo
- O idioma que solicita A data e hora da sua audiênci:
- O seu nome e um número de telefone para o podermos contactar a sí ou ao seu advogado

Para obter mais informações em português, russo e espanhol, incluindo uma lista dos formulários indiciais disponíveis em espanhol, visite o nosso website na internet: http://www.courts.ri.gov/loterpreters/englishversion/default.aspxi.

Para solicitar uma tradução desta notificação para qualquer outro idioma, telefone para o Gabinete de Intérpretes Judiciais através do número (401) 222-8710. Recomenda-se que esteja acompanhado por alguém que fale inglês quando fizer s chamada.

A Administração Judiciária de Rhode Island está empenhada em tomar os tribunais acessíveis para todos.

Oabinete de Interpretes Judiciais Complexo Judiciai Licht Quarto Piso, Sala 401 250 Benofit Street

See this notice in Cambodian, Spanish, and Portuguese on the attached pages.

Español: Véase esta notificación en camboyano, español y portugués en las páginas adjuntas.

Português: Leia esta notificação em cambojano, espanhol e português nas páginas em enexo.

NOTICE



You have a case in the Rhode Island state court system.

You have the right to an interpreter at no cost to you.

Rhode Island Supreme Court Executive Order 2012-05 states that when a Limited-English Proficient (LEP) person appears in court, the Rhode Island Judiciary will provide a free authorized interpreter for the defendant, plaintiff, witness, victim, parent of a juvenile, or someone with a significant interest in the court proceeding. This interpreting service is provided at no cost to the parties and in all types of cases, both civil and criminal. Court interpreters work in all the courthouses of the Rhode Island state court

To schedule an interpreter for your day in court, you have the following options:

- Call the Office of Court Interpreters at (401) 222-8710, or
- Send an email message to interpreterfeedback@courts.ri.gov, or
- Visit the interpreters' office to schedule an interpreter:

The Office of Court Interpreters Light Judicial Complex Fourth Floor, Room 401 Providence, RI 02903

When requesting an interpreter, please provide the following information:

- The name and number of your case
- The language you are requesting
- The date and time of your hearing
- The location of your hearing
 Your name and a telephone number where we can reach you or your lawyer

For more information in Portuguese, Russian, and Spanish, including a listing of court forms that are available in Spanish, please visit our website on the internet http://www.courts.ri.gov/Interpreters/englishversion/defaulLaspx.

To request a translation of this notice into any other language, please call the Office of Court Interpreters at (401) 222-8710. It would be helpful to have an English speaker with you when you call.

The Rhode Island Judiciary is committed to making the courts accessible to all.

The Office of Court Interprete Light Judicial Complex Fourth Floor Room 401 250 Benefit Street

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2015 2:08/PWV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 41 of 57 PageID #: 44
Envelope: 854985

Reviewer: Alexa Goneconte

LM General Insurance Company	36447	175 Berkeley Street	(800)344-0197
		Boston, MA 02117	
LM Insurance Corporation	33600	175 Berkeley Street	(800)344-0197
		Boston, MA 02117	
LM Property and Casualty Insurance Company	32352	175 Berkeley Street	(800)522-7152
		Boston, MA 02117	
Lamorak Insurance Company	20621	1880 JFK Blvd., Suite 801	(215)665-5000
		Philadelphia, PA 19103	
Lancer Insurance Company	26077	P.O. Box 9004	(800)782-8902
,		Long Beach, NY 11561-9004	, ,
Landcar Casualty Company	37109	9350 South 150 East, Suite 990	(800)733-7339
		Sandy, UT 84070	
Legion Insurance Company, In Liquidation	24422	One Logan Square, Suite 1400	(800)294-2580
		Philadelphia, PA 19103	
Lexington National Insurance Corporation	37940	P.O. Box 6098	(888)888-2245
		Lutherville, MD 21094	
Lexon Insurance Company	13307	10002 Shelbyville Road	(866)992-6637
		Suite 100	
		Louisville, KY 40223	
Liberty Insurance Corporation	42404	175 Berkeley Street	(800)522-7152
and the corporation		Boston, MA 02117	(
Liberty Insurance Underwriters Inc.	19917	175 Berkeley Street	(800)344-0197
Elberty Insurance Chactwire is the.	1,331,	Boston, MA 02116	(000)5 17 0157
Liberty Mutual Fire Insurance Company	23035	175 Berkeley Street	(800)522-7152
Elberty Mutual The Insurance Company	23033	Boston, MA 02117	(555)322 7132
Liberty Mutual Insurance Company	23043	175 Berkeley Street	(800)522-7152
Enerty Mutual Insurance Company	23043	Boston, MA 02117	(000)322 7132
Lincoln General Insurance Company (In Liquidation)	33855	P.O. Box 3709	(800)876-3350
Emecon General insurance Company (in Equidation)	33033	York, PA 17402	(000)070 3330
Lion Insurance Company	11075	2739 US Highway, 19N	(727)682-0155
Elon institutes company	11073	Holiday, FL 34691	(727)662 6133
Lumbermen's Underwriting Alliance, In Receivership	23108	1905 N.W. Corporate Blvd.	(800)327-0630
Eumocriticus Oraciwitang Amarice, in Receiversinp	25100	Boca Raton, FL 33431-7303	(300)327-3030
Lyndon Property Insurance Company	35769	14755 North Outer Forty Drive, Suite 400	(800)950-6060
Lyndon Property Institute Company	33707	St. Louis, MO 63017-6050	(000)230 0000
MBIA Insurance Corporation	12041	1 Manhattanville Rd Ste 301	(914)273-4545
Mid A moutance Corporation	12011	Purchase, NY 10577	(511)275 1515
MEMIC Indemnity Company	11030	P.O. Box 11409	(866)636-4292
indiana, sompany	1	Portland, ME 04104	(333)
MGIC Assurance Corporation	22594	P.O. Box 756	(800)558-9900
ore rissultance corporation		Milwaukee, WI 53201	(600)550 5500
MGIC Indemnity Corporation	18740	P.O. Box 756	(800)558-9900
		Milwaukee, WI 53201	i ´
MIC General Insurance Corporation	38660	PO Box 3199	(800)526-0332
· · · · · · · · · · · · · · · · · · ·		Winston-Salem, NC 27102	
MIC Property and Casualty Insurance Corporation	38601	500 Woodward Ave 14th Floor	(888)601-0110
. 7		Detroit, MI 48226	i i
Main Street America Assurance Company	29939	55 West Street	(800)258-5310
- State Company		Keene, NH 03431	(000)200 0010
Main Street America Protection Insurance Company	13026	4601 Touchton Road East, Suite 3400	(904)380-7282
America Protection Insurance Company	13020	Jacksonville, FL 32246	(704)300-1202
		Jacksonvine, FL 32240	

Page 17 of 32 9/1/2016 CERTIFIED IMAIL
Submitted: 12/8/2016 2:25 9 1:17-cV-00058-WES-PAS Document 1-1 Filed 02 03/17 Page 42 01 57 PageID #: 45 Envelop ST ST TESOF RHODE ISLAND AND PROVIDENCE PLANTATIONS Reviewd Apart Goerdoof Business Regulation **INSURANCE DIVISION** 1511 Pontiac Avenue, Bldg. 69-2

Cranston, RI 02920



CERTIFIED IVIAIL

91 7108 2133 3934 8949 7663

Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2016 2:25 October 1:17-cv-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 43 of 57 Page 10 #POSTAGE PITNEY BOWES
Envelope: 854985
Reviewer: Alexa Goneconte

Case Number: PC-2015-2512

ZIP 02886 **\$ 004.18**⁵ 0000335534 NOV. 28. 2016

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2008 22 to PNCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 44 of 57 PageID #: 47
Envelope: 854985

Reviewer: Alexa Goneconte

EXHIBIT 1

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 45 of 57 PageID #: 48

Envelope: 854985

Reviewer: Alexa Goneconte

From: Burke, Matthew M.

Sent: Friday, February 12, 2016 4:34 PM

To: Lepizzera, Michael Subject: **RE: Premier Title**

Michael,

We discussed last year your client providing the defense cost figure at issue with backup to allow both sides to consider a commercial resolution. Is that something you are still interested in doing? Thanks.

Matthew M. Burke **ROPES & GRAY LLP**

T +1 617 951 7589 | M +1 617 838 8749 | F +1 617 235 0395 Prudential Tower, 800 Boylston Street Boston, MA 02199-3600 matthew.burke@ropesgray.com www.ropesgray.com

From: Burke, Matthew M.

Sent: Tuesday, October 13, 2015 8:50 AM

To: Lepizzera, Michael Subject: RE: Premier Title

Michael,

Following up on the email below to see where we stand on this matter. Thanks.

Matthew M. Burke **ROPES & GRAY LLP**

T +1 617 951 7589 | M +1 617 838 8749 | F +1 617 235 0395 Prudential Tower, 800 Boylston Street Boston, MA 02199-3600 matthew.burke@ropesgray.com www.ropesgray.com

From: Burke, Matthew M.

Sent: Wednesday, August 12, 2015 11:22 PM

To: Lepizzera, Michael Subject: RE: Premier Title

Michael, could you let me know if you are able to provide a defense cost figure and backup? Thanks.

Matthew M. Burke **ROPES & GRAY LLP**

T +1 617 951 7589 | M +1 617 838 8749 | F +1 617 235 0395 Prudential Tower, 800 Boylston Street Boston, MA 02199-3600 matthew.burke@ropesgray.com www.ropesgray.com

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 46 of 57 PageID #: 49

Envelope: 854985

Reviewer: Alexa Goneconte [mailto:mlepizzera@LepLap.com]

Sent: Wednesday, July 22, 2015 7:45 AM

To: Burke, Matthew M. **Subject:** RE: Premier Title

Thank you Matthew. I will forward you the summons and complaint this week along with a stipulation extending the time to answer. I'll insert whatever date you need to answer the complaint given our attempt to try to work this matter out.

Michael J. Lepizzera, Jr.

Partner Email mlepizzera@leplap.com

117 Metro Center Blvd., Suite 2001 Warwick, RI 02886

Phone 401.739.7397Toll Free 888.313.2345 **Fax 401-384-6960**



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From: Burke, Matthew M. [mailto:Matthew.Burke@ropesgray.com]

Sent: Tuesday, July 21, 2015 4:32 PM

To: Lepizzera, Michael Subject: Premier Title

Michael,

I don't believe Liberty has been served with a copy of the complaint. We agree that, if service is required, we will accept service on behalf of Liberty. I will wait to hear from you regarding the amount of defense costs sought by Premier and the invoices or other backup for this amount.

Regards,

Matt Burke

Matthew M. Burke ROPES & GRAY LLP

T +1 617 951 7589 | M +1 617 838 8749 | F +1 617 235 0395 Prudential Tower, 800 Boylston Street Boston, MA 02199-3600 <u>matthew.burke@ropesgray.com</u> <u>www.ropesgray.com</u>

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2015 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 47 of 57 PageID #: 50

Envelope: 854985
Reviewer: This:arGeosage (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2008 22 10 PNCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 48 of 57 PageID #: 51
Envelope: 854985

Reviewer: Alexa Goneconte

EXHIBIT 2

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 49 of 57 PageID #: 52

Envelope: 854985

Reviewer: Alexa Goneconte

From: Burke, Matthew M.

Sent: Thursday, December 01, 2016 12:23 PM

To: Lepizzera, Michael Cc: Lori Capuano

Subject: RE: Premier Title & Escrow Company vs. Liberty Insurance

Michael,

Thanks for your response.

I just learned from Liberty that it has been served with the complaint through the Rhode Island Department of Business Regulation. Liberty received the summons yesterday. In order to allow us to discuss the information you will provide next week to see if a resolution is possible, can we agree that Liberty will have until January 13 to answer or otherwise respond to the complaint? If agreeable, I will send you a draft stipulation.

Regards,

Matt Burke

Matthew M. Burke
ROPES & GRAY LLP
T +1 617 951 7589 | M +1 617 838 8749
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
matthew.burke@ropesgray.com
www.ropesgray.com

----Original Message-----

From: Lepizzera, Michael [mailto:mlepizzera@LepLap.com]

Sent: Thursday, December 01, 2016 11:12 AM

To: Burke, Matthew M.

Cc: Lori Capuano

Subject: Re: Premier Title & Escrow Company vs. Liberty Insurance

Ok. I'm out of the office the rest of the week but will have that information to you mid-week next week. Based on Liberty's willingness to resolve this case, I will not take any future steps in the litigation unless and until we reach an impasse. Thanks for touching base.

Michael J. Lepizzera, Jr.

On Dec 1, 2016, at 10:38 AM, Burke, Matthew M.

<Matthew.Burke@ropesgray.com<mailto:Matthew.Burke@ropesgray.com>> wrote:

Michael,

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 50 of 57 PageID #: 53

Envelope: 854985

Reviewer: **Elevation of this matter without litigation**. I ask again that you provide the amount of defense costs your client is seeking and any backup for this amount.

Regards,

Matt Burke

Matthew M. Burke
ROPES & GRAY LLP
T +1 617 951 7589 | M +1 617 838 8749
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
matthew.burke@ropesgray.com<mailto:matthew.burke@ropesgray.com>
www.ropesgray.com<http://www.ropesgray.com>

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Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 12/8/2008 22 to PNCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 51 of 57 PageID #: 54
Envelope: 854985

Reviewer: Alexa Goneconte

EXHIBIT 3

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 52 of 57 PageID #: 55

Envelope: 854985

Reviewer: Alexa Goneconte

From: Lepizzera, Michael <mlepizzera@LepLap.com>

Sent: Thursday, December 01, 2016 1:08 PM

To: Burke, Matthew M. Cc: Lori Capuano

Subject: Re: Premier Title & Escrow Company vs. Liberty Insurance

Matthew,

I effectuated service of process with the Department as my client was insisting that I move forward with the litigation. As you know, my client is an attorney as well and is familiar with the court rules. After serving process and 20 days passed, she insisted that I default Liberty which I did and therefore only default (not default judgment) has entered. I am ethically obligated to seek her approval to voluntarily remove the default. Here is how I suggest we handle: I will send you all of the backup information which supports her claim for damages and we will try to settle the case which was always our intent and discussions. We are not looking for \$1 million dollars or anything unreasonable. As we previously discussed, I think we will be able to resolve the matter since it is a straightforward claim. If we can't resolve it for any reason, I will ask my client for permission to withdraw the default without Liberty having to file a motion to vacate the default. The default will be moot if we settle the case. It will also be helpful if you can send me the documentation showing the travel of the summons and complaint from the Department to Liberty. This will help me explain the basis for voluntarily removing the default to my client if the facts support a voluntary withdrawal. I am a reasonable person. Let me forward our numbers to you so your client can evaluate my client's claim. Again, if both sides are reasonable, the case will settle and we never need to address the default status. Thanks.

Michael J. Lepizzera, Jr.

On Dec 1, 2016, at 12:22 PM, Burke, Matthew M.

<Matthew.Burke@ropesgray.com</pre>mailto:Matthew.Burke@ropesgray.com>> wrote:

Michael,

Thanks for your response.

I just learned from Liberty that it has been served with the complaint through the Rhode Island Department of Business Regulation. Liberty received the summons yesterday. In order to allow us to discuss the information you will provide next week to see if a resolution is possible, can we agree that Liberty will have until January 13 to answer or otherwise respond to the complaint? If agreeable, I will send you a draft stipulation.

Regards,

Matt Burke

Matthew M. Burke
ROPES & GRAY LLP
T +1 617 951 7589 | M +1 617 838 8749
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
matthew.burke@ropesgray.com<mailto:matthew.burke@ropesgray.com>

Filed in Providence/Bristol County Superior Court Submitted: 12/8/2018 22:1:01 PMCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 53 of 57 PageID #: 56

Envelope: 854985

Reviewer: المجامة المج

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----Original Message-----

From: Lepizzera, Michael [mailto:mlepizzera@LepLap.com]

Sent: Thursday, December 01, 2016 11:12 AM

To: Burke, Matthew M.

Cc: Lori Capuano

Subject: Re: Premier Title & Escrow Company vs. Liberty Insurance

Ok. I'm out of the office the rest of the week but will have that information to you mid-week next week. Based on Liberty's willingness to resolve this case, I will not take any future steps in the litigation unless and until we reach an impasse. Thanks for touching base.

Michael J. Lepizzera, Jr.

On Dec 1, 2016, at 10:38 AM, Burke, Matthew M.

<Matthew.Burke@ropesgray.com<mailto:Matthew.Burke@ropesgray.com><mailto:Matthew.Burke@ropesgray.com>> wrote:

Michael,

Liberty remains willing to discuss the potential for resolution of this matter without litigation. I ask again that you provide the amount of defense costs your client is seeking and any backup for this amount.

Regards,

Matt Burke

Matthew M. Burke **ROPES & GRAY LLP** T+16179517589 | M+16178388749 Prudential Tower, 800 Boylston Street Boston, MA 02199-3600

matthew.burke@ropesgray.com<mailto:matthew.burke@ropesgray.com><mailto:matthew.burke@ropesgray.com> www.ropesgray.com<http://www.ropesgray.com><http://www.ropesgray.com>

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Case Number: PC-2015-2512 Filed in Providence/Bristol County Superior Court Submitted: 12/8/2015 22:1:01 PNCV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 54 of 57 PageID #: 57

Envelope: 854985

Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc.,)
Plaintiff,) C.A. No.: PC-2015-2512
v.)
Liberty Insurance Underwriters, Inc.,)
Defendant.))

[PROPOSED] ORDER GRANTING DEFENDANT LIBERTY INSURANCE UNDERWRITERS INC.'S MOTION TO SET ASIDE DEFAULT AND NOTICE OF HEARING

Before the Court is Defendant Liberty Insurance Underwriters Inc.'s Motion to Set Aside Default and Notice of Hearing pursuant to Rule 55(c) of the Superior Court Rules of Civil Procedure. Default was entered on November 29, 2016. Defendant filed this motion to set aside default on December 8, 2016. This matter was heard on January 11, 2017 before the Honorable Maureen B. Keough. Having found that good cause exists for the removal of this default, the Court finds that Defendant's motion should be GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the default entered on November 29, 2016 be set aside. Defendant has 20 days from the date of this order lifting the default to answer or otherwise respond to the complaint.

ENTER:	BY ORDER:
Maureen B. Keough	Clerk, Superior Court
Associate Justice	· · · ·
Dated:	

Filed in Providence/Bristol County Superior Court Submitted: 1/25/2008:12:16:12 PGV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 55 of 57 PageID #: 58

Envelope: 906365

Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

Premier Title & Escrow Company, Inc.,

Plaintiff,

C.A. No.: PC-2015-2512

Liberty Insurance Underwriters, Inc.,

Defendant.

STIPULATION TO VACATE DEFAULT AND SETTING TIME TO RESPOND TO THE COMPLAINT

The parties hereby agree that the default entered on November 29, 2016 by the Court shall be and is hereby VACATED. Defendant shall have 20 days from the date of this stipulation to answer or otherwise respond to the Complaint. Defendant Liberty Insurance Underwriters Inc.'s Motion to Set Aside Default and Notice of Hearing shall pass.

Dated: January 24, 2017

By their attorneys,

PLAINTIFF

PREMIER TITLE & ESCROW COMPANY, INC.

Michael J. Lepizzera, Jr. (# 4995)

LEPIZZERA & LAPROCINA COUNSELLORS AT LAW, LTD.

117 Metro Center Blvd. Suite 2001

Warwick, Rhode Island 02886

Phone: (401) 739-7397

Email: mlepizzera@leplap.com

Attorneys for Premier Title & Escrow Company,

Inc.

Case Number: PC-2015-2512
Filed in Providence/Bristol County Superior Court
Submitted: 1/25/2008 0: 46:42 PMV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 56 of 57 PageID #: 59
Envelope: 906365

Reviewer: Alexa Goneconte

DEFENDANT

LIBERTY INSURANCE UNDERWRITERS, INC.

Courtney M. Cox

ROPES & GRAY LLP

Prudential Tower

800 Boylston Street

Boston, MA 02199-3600

Phone: (617) 951-7000

courtney.cox@ropesgray.com

Attorney for Liberty Insurance Underwriters, Inc.

Case Number: PC-2015-2512 Filed in Providence/Bristol County Superior Court Submitted: 1/25/2008 2:16:12 PMV-00058-WES-PAS Document 1-1 Filed 02/08/17 Page 57 of 57 PageID #: 60

Envelope: 906365

Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

,	
Premier Title & Escrow Company, Inc., Plaintiff,))) C.A. No.: PC-2015-2512
v.))
Liberty Insurance Underwriters, Inc.,))
Defendant.))

CERTIFICATE OF SERVICE

I hereby certify that, on the 24th day of January, I filed and served this document through the electronic filing system on the following parties: Premier Title & Escrow Company, Inc.

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

Dated: January 24, 2017

/s/ Courtney M. Cox Courtney M. Cox ROPES & GRAY LLP **Prudential Tower** 800 Boylston Street Boston, MA 02199-3600

Phone: (617) 951-7000

Attorney for Liberty Insurance Underwriters, Inc.